



MEMORANDUM OF AGREEMENT
BETWEEN
US ARMY ENGINEER SCHOOL TERRAIN VISUALIZATION CENTER
AND
THE UNITED STATES GEOLOGICAL SURVEY, DEPARTMENT OF DEFENSE
EARTH SCIENCE PROGRAM, MID-CONTINENT MAPPING CENTER

SUBJECT: Memorandum of Agreement (MOA) between the U.S. Army Engineer School Terrain Visualization Center (TVC) and the United States Geological Survey, Department of Defense Earth Science Program, Mid-Continent Mapping Center (USGS-DODESP).

1. PURPOSE. This MOA is entered into by and between the TVC and the USGS-DODESP, for the purpose of establishing the respective responsibilities of parties for delivering technical assistance and related service to enable the upgrade and reestablishment of the U.S. Army Engineer School's Geospatial Integration Systems (GIS). This MOA identifies Federal personnel of the USGS-DODESP as an extension of the internal staff of TVC for the purpose of meeting personnel requirements for the GIS Lab.
2. REFERENCES.
 - a. Executive Order 12906, as amended, Coordinating Geographic Data Acquisition and Access, Homeland Security
 - b. TVC Concept Paper
3. BACKGROUND. An agreement is required that outlines specific responsibilities and operational procedures between TVC and the USGS-DODESP in carrying out the strategic goal of establishing a world-class GIS lab. The ultimate goal of this collaboration is to establish a multi-agency Geospatial Partnering Center (GPC) whereby the government, academia, and industry partner to meet the geospatial requirements in support of a strong national defense. To this end, the TVC and the USGS-DODESP will embark on this agreement to strive toward consistent support of each other and the program, to include funding, maintenance, and evaluation, in addition to actual program maintenance.
4. SCOPE. The USGS-DODESP agrees to provide support within the scope of USGS scientific capabilities to TVC by applying technologies, scientific skills, and analytical tools for the geospatial sciences. It is understood that the ability of

the USGS-DODESP to conduct requested work will depend on the availability of qualified staff. The scope of the USGS-DODESP technical services includes the following items:

- a. Providing Technical Support to TVC. The USGS-DODESP will provide technical support to TVC for these activities within the scope of USGS scientific capabilities and technical expertise. Authority to approve/disapprove recommendations and any proposed action will remain with TVC. Technical support includes but is not limited to the preparation of descriptions of proposed actions and alternatives for the TVC, geospatial data collection, data compilation, and data interpretation utilizing USGS and TVC software. Additional support includes report preparation, attendance at meetings, and development of presentations to highlight work of the TVC.
- b. Purchase Equipment to Support Mutual Mission. When required, the USGS-DODESP will utilize reimbursable funding from the TVC to purchase computer hardware and software and other supplies consistent with the TVC directions. Equipment and supplies will be purchased for projects with a bona fide need, and that support the mutual mission of both parties. All equipment will be purchased through appropriate General Services Administration (GSA) contracts and according to GSA procedures. Equipment will be the property of the TVC.
- c. Conducting Research and Development. Within the scope of USGS scientific capabilities, the USGS-DODESP will conduct studies at the direction of the TVC and consistent with the Army's mission. All research studies will commence following the development of a project proposal or scope of work that includes a title, introduction, purpose of study, objectives, approach, deliverables, budget, work plan, and references.
- d. Providing Maps, Geospatial Data, and Geospatial Data Products. The USGS-DODESP through the Mid-Continent Mapping Center, will provide services to include (1) general purpose topographic maps, digital elevation and other standard digital cartographic data, multi-resolution land cover, and land-sensing imagery; (2) assistance in setting standards; (3) assistance in data-base design and development; (4) integration of multiple data sets; (5) geographical information system (GIS) data analysis and data display applications; (6) application of remote sensing and GIS skills to determine impacts and changes to land masses; and (7) data-base archival and maintenance.
- e. Providing Temporary Personnel Assignments. At the request of TVC (subject to the availability of staff and the execution of necessary appropriate personnel documents), the USGS-DODESP will temporarily assign USGS personnel to TVC at Ft. Leonard Wood, Missouri, or at any other mutually agreed upon location. Such assignments may be up to four years in duration and may be extended by mutual agreement between all parties. These individuals will assist TVC as project managers, GIS specialists, information technology specialists, and geospatial science interns-

5. UNDERSTANDINGS, AGREEMENTS, SUPPORT, AND RESOURCES NEEDS.

a. TVC and USGS-DODESP representatives are as follows:

For TVC:

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TVC (Attn: ATSE-TVC)
464 MANSCEN, STE. 2617
Ft. Leonard Wood, MO 65473-8929
(573) 563-5332, FAX (573) 563-8102
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For USGS-DODESP

Mr. Emmitt C. Witt III
1400 Independence Road MS 319
Rolla, MO 65401
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b. Understanding. The TVC, as the proponent for geospatial engineering integration within the U.S. Army, establishes the requirement, capability, and provides funding for the Ft. Leonard Wood US Army Engineer School GIS lab. TVC retains ownership and responsibility for the lab direction, progress, and specific work priorities. While TVC is the Army-wide geospatial integration proponent, there are other key stakeholders that have a primary or supporting role as part of this mission to include the US Army Topographic Engineering Center and the National Imagery and Mapping Agency. USGS-DODESP also is a key stakeholder in providing geospatial products and services and will work with the TVC in the adoption of specific objectives and tasks that are mutually supportive. Working together, TVC and USGS-DODESP can compliment each other's missions; facilitate a synergetic and synchronized effort toward the integration of geospatial engineering into systems that support soldiers, civilians, and leaders. Additionally, integration allows the U.S. Army to develop leaders who understand and leverage the capabilities of geospatial information systems by providing them with the support systems and linkages that facilitate integrated decision making.

c. Funding. TVC shall, subject to the availability of funds, fund all costs of assistance for tasks provided under this MOA. TVC shall provide funds in advance of the commencement of work or the issuance of any obligation of the USGS-DODESP for any task assigned. TVC shall provide the USGS-DODESP the full amount of estimated expenses by delivering a DD Form 448, Military Interdepartmental Purchase Request (MIPR). If actual cost to the USGS-DODESP is forecast to exceed the amount of funds available, the USGS-DODESP shall promptly notify TVC of the amount of additional funding needed to pay for the assistance. TVC shall

provide either the additional funds to the USGS-DODESP, limit the scope of the assistance to that which can be financed by available funds, or direct termination of the project. Should TVC not exercise any of the options, the USGS-DODESP may immediately terminate the project. Nothing herein shall require the USGS-DODESP to continue performance beyond a level that can be supported by advance funds provided by TVC.

- d. Billing. Billing will be performed by the USGS Mid-Continent Mapping Center quarterly for costs recorded during the previous quarter via an IPAC charge issued from the USGS. No billing will be conducted before the execution of project-specific tasks.
- e. Acceptance of Funds. Funds shall be considered obligated upon USGS acceptance of said funds (signature on DD Form 448-2-E, Acceptance of MIPR). Performance by the USGS-DODESP or its contractor shall continue until one or more of the following conditions are met:
 - 1. Task termination by either party to the agreement.
 - 2. Work completion dates mutually agreed upon by both parties.
 - 3. Completion of the Statement of Work and task.
 - 4. Expenditure/commitments equal the amount authorized for the task.
- f. Application Laws and Regulations. Nothing in this MOA relieves any applicant, grantee, consultant, contractor, subcontractor, or any other party from any obligations imposed upon them by law, regulation, and other applicable requirements.
- g. Records and Reports. The USGS-DODESP shall establish and maintain records and receipts of expenditures of funds provided by TVC. Records shall be maintained in sufficient detail to permit identification of the expenditures made by the USGS-DODESP and shall be made available for inspection by officials of TVC upon request. The USGS-DODESP shall provide status reports, briefings, and other necessary information on any work conducted. Reporting and briefing formats will be agreed upon before the start of each work project.
- h. Agreement Claims and Appeals. All claims arising under or relating to this MOU shall be resolved in accordance with Federal law and the terms of the individual interagency agreements. The USGS-DODESP shall notify TVC of claims or appeals and shall submit requests to TVC for funds to cover such claims and appeals. Subject to the availability of funds, TVC shall promptly provide payment of judgments or settlements of claims and appeals.
- i. Property/Equipment. If equipment is acquired as part of the project, such equipment will be accounted for and maintained during the term of the project by the USGS-DODESP project manager. When the project terminates, disposition of the equipment will be as previously agreed to or as instructed by TVC. Such equipment will be delivered to locations requested by TVC, transferred to the USGS-DODESP, or declared as excess. Cost of disposition shall be borne by TVC.

- j. Dispute Resolution. The parties of this MOA shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the disputing party shall submit to a Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing party's position with respect to the dispute, and the technical, legal, or factual information that the disputing party is relying upon to support his position. The DRC will resolve disputes for which agreement has not been reached through informal dispute resolution. The parties shall designate one individual and an alternate to serve on the DRC. The individuals designated shall be employed at the policy level (GS-15). The TVC representative shall be the TVC Chief, or his delegate. The USGS-DODESP representative shall be the Chief, Mid-Continent Mapping Center, or her delegate. In the unlikely event that the DRC is unable to resolve dispute, the dispute will be forwarded to a mutually acceptable arbitrator.
 - k. Security and Classification. Security requirements to be followed in performance of the work will be in accordance with applicable DOD and USGS-DODESP orders. Before any classified work under this project is initiated, the USGS-DODESP and TVC security representative will establish appropriate security requirements/procedures.
 - l. Public Information. Subject to the Freedom of Information Act 5 USC 552, decisions on disclosure of information to the public regarding work undertaken pursuant to this MOA shall be made by TVC following consultation with the USGS-DODESP. Justification and explanation of TVC programs before Congress and the Executive Branch shall be the responsibility of TVC. The USGS-DODESP may assist TVC in responding to Congressional inquiries and may support TVC in budget justification.
 - m. Officials Not to Benefit. No member of or delegate to the Congress, or other elected official, shall share in any part of this MOA or any benefit that may arise there from.
 - n. Covenant Against Contingent Fees. No person or selling agency has been employed or retained to solicit or secure this MOA agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees.
 - o. Confidentiality. To the extent permitted by the law governing each party, including the Freedom of Information Act, the parties agree not to disclose or disseminate to others exchanged information when requested not to do so by the providing party.
6. EFFECTIVE DATE. This MOA will become effective upon the date of the last signature and will remain in effect indefinitely with a review after 5 years. This agreement may be terminated by mutual consent by both parties, or either party by providing 120 calendar days written notice to the other party. In the event of termination, the USGS-DODESP shall not be responsible for any costs incurred

by TVC associated with procuring services from an alternate source; nor shall TVC be relieved of responsibility for costs incurred by the USGS-DODESP that are covered by this MOA, including costs of closing out or transferring any ongoing obligation. Upon termination of this MOA, the USGS-DODESP agrees to forward all work products prepared under this MOA to the funding agency. This MOA may be modified upon mutual agreement of both parties.

7. AUTHORITY.

- a. USGS enters into this MOA under the authority of Public Law 99-591 that bestows permanent authority to USGS to prosecute projects in cooperation with other agencies, Federal, State, and private (43 U.S.C. 36c.). TVC enters this MOA under the authority of DoD Instruction 4000.19, Intergovernmental Support. Both parties agree that all support provided pursuant to this Agreement shall comply with the provisions of the Economy Act, 31 U.S.C. 1535, unless such support is specifically authorized pursuant to separate statutory authority. It is agreed that each request for support shall specify the authority for the Order. TVC as the Receiving Activity shall be responsible for making all determinations required per the Economy Act.
- b. Incorporation of Agreement. Both parties agree that this Agreement should be incorporated into a more formal Interservice Support Agreement (ISA) and that both parties shall work diligently toward finalizing a long term agreement. It is agreed that this MOA shall be incorporated into any future ISA entered into by the parties.

David A. Kingston
Col. U.S. Army
Director TPIO-TD/TVC



Date 20 AUG-03

Kari J. Craun
U.S. Geological Survey
Chief, Mid-Continent Mapping Center



Date 8-20-03